

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NO SURFACE USE PAID UP OIL AND GAS LEASE

ORIGINAL

THIS LEASE AGREEMENT (this "Lease") is made as of the 30th day of September, 2008, between the Lessors set forth on Schedule I attached hereto ("Lessor") whose address is set forth on Schedule I attached hereto, and XTO Energy Inc., whose address is 810 Houston Street, Fort Worth, Texas 76102, as Lessee.

1. Leased Premises. In consideration of a cash bonus paid upon execution of this Lease, and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the land covered hereby (the "leased premises") in Tarrant County, Texas (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas. For purposes of this Lease, "oil and gas" means oil, gas and other liquid and gaseous hydrocarbons and their constituent elements produced through a well bore. "Oil" includes all condensate, distillate and other liquid and gaseous hydrocarbons produced through a well bore. "Gas" includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. Expressly excluded from this Lease are lignite, coal, sulfur and other like minerals. The leased premises shall include street frontage measured to the centerline of the street, and all strips and gores, streets, easements, highways and alleyways adjacent thereto. The land covered hereby, is located in Tarrant County, Texas, and is more particularly described as follows:

49.875 acres of land, more or less, being all of Steeple Ridge an Addition to the City of North Richland Hills according to the plat thereof recorded in Volume A, Page 591, Volume A, Page 873, Volume A, Page 1051, Volume A, Page 1368, of the Plat Records of Tarrant County, Texas.

Lessor agrees to execute at Lessee's request any additional or supplemental instruments reasonably necessary for a more complete or accurate description of the leased premises. In the event Lessor can demonstrate by production of a registered surveyor's plat that Lessor owns any additional acreage than that for which bonus was originally paid, Lessee shall pay additional bonus at a rate per acre not less than the rate per acre on which bonus was originally paid when this Lease was acquired. For the purpose of determining the amount of any bonus payment hereunder, said land shall be deemed to contain 49.875 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof, unless otherwise determined by a registered surveyor.

2. Term. This Lease is a "paid up" lease requiring no rentals. Subject to the other provisions contained herein, this Lease shall be for a term of thirty-six (36) months from the date hereof (the "primary term"), and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith, or this Lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalty. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be twenty five percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; and (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be twenty five percent (25%) of the proceeds realized by Lessee from the sale thereof, computed at the point of sale, less a proportionate part of ad valorem taxes and production, severance or other excise taxes, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder. If at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but

such well or wells are either shut-in or production therefrom is not being sold by Lessee, ~~such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this Lease. A well that has been drilled but not fraced shall be deemed incapable of producing in paying quantities. If for a period of ninety (90) consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee,~~ then Lessee shall pay as royalty in place of commercial production shut-in royalty of one hundred dollars (\$100.00) per net mineral acre then covered by this Lease on or before the end of said 90-day period and thereafter on or before each annual anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided, however, that if this Lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Notwithstanding anything to the contrary herein, it is expressly understood and agreed that after the expiration of the primary term, Lessee shall not have the right to continue this Lease in force by payment of shut-in royalty for more than a single period of up to two (2) consecutive years, and not more than three (3) years in the cumulative.

Notwithstanding anything to the contrary herein, except for nonaffiliated third-party charges incurred by Lessee, in no event shall any of Lessor's royalty bear any part of the costs of production or any post-production costs, including costs of lifting, gathering, dehydration, compression, separation, delivery, transportation, manufacture, processing, treating or marketing, or for construction, operation or depreciation of any plant or other facility or equipment for processing or treating oil or gas produced from the leased premises or lands pooled therewith. In no event shall Lessor receive a price greater than or less than Lessee in sales to nonaffiliates.

As used herein, "affiliate" means (i) a corporation, joint venture, partnership or other entity that owns more than ten percent (10%) of the outstanding voting interest of Lessee or in which Lessee owns more than ten percent (10%) of the outstanding voting interest; or (ii) a corporation, joint venture, partnership or other entity in which, together with Lessee, owns more than ten percent (10%) of the outstanding voting interest of both the Lessee and the other corporation, joint venture, partnership or other entity is owned or controlled by the same person or group of persons.

4. Payments. All shut-in or other royalty payments under this Lease shall be paid or tendered to Lessor at the above address, or at such address or to Lessor's credit at such depository institution as Lessor may provide written notice of from time to time. All payments or tenders may be made in currency, by check or by draft.

5. Continuous Drilling Obligations. If Lessee drills a well which is incapable of producing in paying quantities (a "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Section 6 or the action of any governmental authority, then in the event this Lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within ninety (90) days after completion of operations on such dry hole or within ninety (90) days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this Lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this Lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances (a) to develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Pooling. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interests therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests; provided, however, that the entire leased premises covered by this Lease shall be included in any unit created pursuant to the pooling authority granted herein. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed eighty (80) acres plus a maximum acreage tolerance of ten percent (10%), and for a gas well or a horizontal completion shall not exceed six hundred forty (640) acres plus a maximum acreage tolerance of ten percent (10%); ~~provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so.~~ For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and "horizontal completion" means a well in which the horizontal

component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, within ninety (90) days of first production, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling which may be retroactive to first production. In the event Lessor's acreage is included in a well, all of Lessor's acreage shall be included. Production, drilling or reworking operations anywhere on a unit which includes the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this Lease and included in the unit bears to the total gross acreage in the unit. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, ~~and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. If the leased premises are included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly.~~ In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests. If Lessee exercises its right to pool or unitize, then all of the Leased Premises must be included in the pooled unit formed by Lessee.

7. Partial Interests. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. Assignment. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone. The rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. Provided, however, if Lessee assigns any part of this Lease it shall give written notice to Lessee within thirty (30) of assignment. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until thirty (30) days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the reasonable satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. Except as otherwise stated herein, if Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

9. Release and Vertical Pugh Clause. Lessee may, at any time and from time to time, deliver to Lessor in recordable form or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations resulting from operations thereafter, arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder. In any event, upon termination of this Lease, Lessee, its successors or assigns, shall deliver to Lessor a recordable release as to such portion or portions of this Lease which have terminated under the terms of this Lease. One year after the expiration of the primary term of this Lease, upon the expiration of any extension or renewal of the primary term, or after cessation of operations as provided herein, whichever occurs last, this Lease shall terminate as to all rights lying below one hundred feet (100') below either (1) the deepest depth drilled in any well drilled on the leased premises or on lands pooled therewith or (2) the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on the leased premises or on lands pooled therewith, whichever is the deepest; provided, however, if Lessee is then engaged in operations on the leased premises or on lands pooled therewith, this Lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between operations.

10. Waiver of Surface Use. Notwithstanding anything to the contrary in this Lease, Lessee shall not enter upon the surface of, cross over, place any structure or building upon or conduct any operations (including but not limited to geophysical/seismic operations) on the leased premises or within six hundred feet (600') of any structure on the leased premises. Lessee shall only develop the leased premises by pooling, as provided herein, or by directional or horizontal drilling commenced from a surface location on other lands. Lessee shall make all reasonable efforts not to use residential or neighborhood streets in developing the leased premises.

11. Noise. Noise levels associated with Lessee's operations related to the drilling, completion and reworking of wells shall be kept to a reasonable minimum, taking into consideration reasonably available equipment and technology in the oil and gas industry, the level and nature of development and surface use elsewhere in the vicinity of Lessee's drill sites and the fact Lessee's operations

are being conducted in or near an urban residential area. If Lessee utilizes any non-electric-powered equipment in its operations, Lessee shall take reasonable steps to muffle the sound therefrom by installing a noise suppression muffler or like equipment.

12. No Compressors. Lessee shall not locate compressors for the compression of gas within one thousand feet (1,000') of the Leased Premises, and/or protected uses as defined by the City of North Richland Hills.

13. Dust, Vibration and Odors. Lessee's operations on any drill site or other facility utilized for the development of the Pooled Unit shall be conducted in such a manner as to minimize, so far as practical, dust, vibration, or noxious odors on the Leased Premises.

14. Lights. Lessee shall direct lights on any drill site or other facility utilized for the development of the Pooled Unit away from the Leased Premises, to the extent reasonable.

15. Regulatory Requirements and Force Majeure. Lessee's obligations under this Lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including environmental regulations, setback requirements, restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. To the extent any such laws, rules, regulations or orders are less restrictive than the terms of this Lease, this Lease shall control. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this Lease when drilling, production or other operations are so prevented, delayed or interrupted.

16. Indemnity. Lessee hereby releases and discharges Lessor and the owner of the surface estate, along with their officers, employees, partners, agents, contractors, subcontractors, guests and invitees, and their respective heirs, successors and assigns (collectively the "Lessor Parties"), of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees and agents arising out of, incidental to or resulting from, the operations of or for Lessee on or under the leased premises or at the drill site or operations site or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the Lessor Parties against any and all claims, liabilities, losses, damages, actions, property damage, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, statute or strict liability, including attorney fees and other legal expenses, including those related to environmental hazards on or under the leased premises or at the drill site or operations site or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities in, on or under the leased premises or at the drill site or operations site; those arising from Lessee's use of the surface or subsurface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees and their respective successors and assigns. Each assignee of this Lease, or of an interest herein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the Lessor Parties in the same manner provided above in connection with the activities of Lessee, its officers, employees and agents as described above. **EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS LEASE SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE.**

17. Notices. All notices required or contemplated by this Lease shall be directed to the party being notified at the address identified above, unless notice of another address has been provided in writing. All such notices shall be made by registered or certified mail, return receipt requested, unless another means of delivery is expressly stated.

18. No Warranty of Title. Lessor makes no warranty of any kind with respect to title to the surface or mineral estate in the leased premises or any portion of or interest therein. All warranties that might arise by common law or by statute, including but not limited to Section 5.023 of the Texas Property Code (or its successor), are excluded. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the leased premises. Lessee assumes all risk of title failures.

19. Subordination. All charges required by any and all mortgage an/or lien holder on the leased property for subordination documents shall be the responsibility of the Lessee.

20. Venue and Legal Fees. Venue for any dispute arising under this Lease shall lie in Tarrant County, Texas, where all obligations under this Lease are performable.

21. Free Will. Be it known that Lessor has read this lease and the decision made by Lessor in signing this lease is made after fully researching this matter independent of any other information provided by any person or entity. Lessor agrees to sign this agreement of their own free will and Lessor was in no way coerced to sign said Lease by any person or entity. All proceeds from the Lease fully remain the property of the Lessor.

22. Miscellaneous. This Lease is entered into in the State of Texas and shall be construed, interpreted and enforced in accordance with the laws of the State of Texas without reference to choice-of-law rules. Should any of the provisions herein be determined to be invalid by a court of competent jurisdiction, it is agreed that this shall not affect the enforceability of any other provision herein and that the parties shall attempt in good faith to renegotiate that provision so determined to be invalid to effectuate the purpose of and to conform to the law regarding such provision. The section titles appearing in this Lease are for convenience only and shall not by themselves determine the construction of this Lease. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Singular and plural terms, as well as terms stated in the masculine, feminine or neuter gender, shall be read to include the other(s) as the context requires to effectuate the full purposes of this Lease.

23. EXTENSION OF PRIMARY TERM. The Primary Term of this lease may be extended for two (2) additional years by Lessee by making a payment to Lessor of \$20,000.00 per net mineral acre covered by this lease, on or before the end of the Primary Term.

24. Counterparts. This Lease may be executed in any number of counterparts of each of the Lessors as identified on Schedule I hereto and each counterpart of a Schedule I hereto so executed shall have the same force and effect as an original instrument and as if all the parties to the aggregate counterparts had signed the same instrument. For recording purposes, the counterpart signature and acknowledgment of the Schedule I of each of the Lessors may be included in one instrument to be filed for record in the records of the County Clerk of Tarrant County, Texas.

25. Memorandum of Oil and Gas Lease. Contemporaneously with the execution of this Lease, Lessor and Lessee have executed a Memorandum of Oil and Gas Lease, and Lessor and Lessee agree that such Memorandum of Oil and Gas Lease, which makes reference to this Lease, will be recorded in the appropriate records of the counties in which said Land is located in lieu of the recording of this Lease in its entirety. The recording of said Memorandum of Oil and Gas Lease shall be binding upon Lessor and Lessee, and their respective heirs, successors, legal representatives and assigns, the same as if this Lease was filed of record in its complete text.

IN WITNESS WHEREOF, this Lease is executed to be effective as of the date first written above, but upon execution shall be binding on each signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this Lease has been executed by all parties hereinabove named as Lessor.

SEE SCHEDULE I ATTACHED HERETO FOR THE NAMES AND ADDRESSES OF EACH LESSOR AND THE SIGNATURE AND ACKNOWLEDGMENTS FOR EACH LESSOR

NOTICE OF CONFIDENTIALITY RIGHTS: A NATURAL PERSON MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §

ORIGINAL

COUNTY OF TARRANT §

MEMORANDUM OF OIL AND GAS LEASE

This Memorandum of Oil and Gas Lease is executed for the purpose of furnishing notice to all persons that the Lessor set forth on Schedule I attached hereto, as Lessor (whether one or more), whose mailing address is set forth on Schedule I attached hereto has executed and delivered to **XTO Energy Inc.**, whose address is 810 Houston Street, Fort Worth, Texas 76102, as Lessee, a certain Oil and Gas Lease dated the 30th day of September, 2008, covering the following described lands located in Tarrant County, Texas , to-wit:

See Schedule I attached to and made a part hereof for complete description

Said Oil and Gas Lease is for the Primary term of three (3) years with an option to extend for two (2) years and as long thereafter as oil, gas and other minerals are being produced from the leased premises or from the lands pooled therewith and includes provisions respecting exploration, drilling, production, pooling, payment of royalties and other provisions, and hereby made a part by reference and adoption as if copied herein in full.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

SEE SCHEDULE I ATTACHED HERETO FOR THE NAMES AND ADDRESSES OF EACH LESSOR AND THE SIGNATURE AND ACKNOWLEDGMENTS FOR EACH LESSOR

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM **Phillips, Martha B**
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

ORIGINAL

43912090388

Phillips, Martha B
8617 Saddle Ridge Trl
North Richland Hills 76180

Lands Covered by this Lease:

8617 Saddle Ridge Tr
Blk 2 Lot 52 ,
Steeple Ridge

0.26340 ac.

Individual Lessor:

OR

Corporate Lessor:

BY: Martha B. Phillips
Lessor Signature

Company Name

BY: _____
Lessor Signature

BY: _____
Agent's Signature

ITS: _____
Position or Title

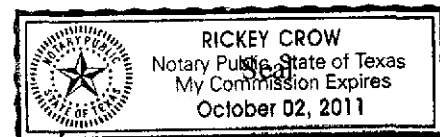
INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF TARRANT
STATE OF TEXAS

This instrument was acknowledged before me on the 15 day of OCT,

2008 by Martha B. Phillips
(Print Lessor Name)

Notary Public Signature: Rickey Crow



CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____, _____ of

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM **Cormier, Douglas Etux Bonnie**
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

ORIGINAL

43912090405

Cormier, Douglas Etux Bonnie
8917 Trails Edge Dr
Fort Worth Tx 76180

Lands Covered by this Lease:

8917 Trails Edge Dr
Blk 2 Lot 69 ,
Steeple Ridge

0.26280 ac.

Individual Lessor:

OR

Corporate Lessor:

BY: *Douglas Cormier*
Lessor Signature

BY: *Bonnie Cormier*
Lessor Signature

Company Name

BY: _____
Agent's Signature

ITS: _____
Position or Title

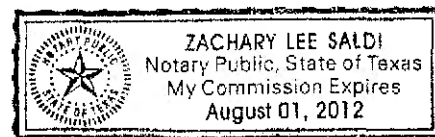
INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Tarrant
STATE OF TX

This instrument was acknowledged before me on the 15 day of Oct.,

2008 by Douglas & Bonnie Cormier
(Print Lessor Name)

Notary Public Signature: *Zachary Lee Saldi*



Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____, _____ of

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE 1

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM **Phillips, Charlotte Ann**
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

ORIGINAL

43912090387

Phillips, Charlotte Ann
8613 Saddle Ridge Trl
North Richland Hills 76180

Lands Covered by this Lease:

8613 Saddle Ridge Tr
Blk 2 Lot 51,
Steeple Ridge

0.26430 ac.

Individual Lessor:

OR

Corporate Lessor:

BY: Charlotte Ann Phillips
Lessor Signature

Company Name

BY: _____
Lessor Signature

BY: _____
Agent's Signature

ITS: _____
Position or Title

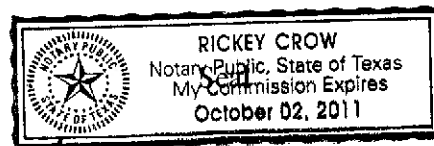
INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF TARRANT
STATE OF TEXAS

This instrument was acknowledged before me on the 15 day of OCT,

2008 by Charlotte Ann Phillips
(Print Lessor Name)

Notary Public Signature: Rickey Crow



CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____, _____ of

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM **Kiningham, John M**
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

43912090447

Kiningham, John M
8612 Kensington Ln
Fort Worth Tx 76180

Lands Covered by this Lease:

8612 Kensington Ln
Blk 4 Lot 18 ,
Steeple Ridge

0.26630 ac.

ORIGINAL

Individual Lessor:

OR

Corporate Lessor:

BY:

[Signature]
Lessor Signature

Company Name

BY:

Lessor Signature

BY:

Agent's Signature

ITS:

Position or Title

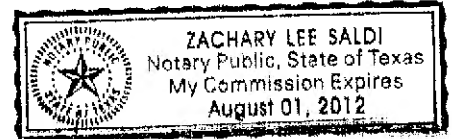
INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Tarrant
STATE OF TX

This instrument was acknowledged before me on the 15 day of Oct.,

2008 by

[Signature]
(Print Lessor Name)



Notary Public Signature:

[Signature]

Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____, _____ of

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM Carr, James & Carolyn
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

ORIGINAL

43912090369

Carr, James & Carolyn

8816 trails edge dr

Fort Worth Tx 76120

Lands Covered by this Lease:

8816 Trails Edge Dr

Blk 2 Lot 33 ,

Steeple Ridge

0.29750 ac.

Individual Lessor:

OR

Corporate Lessor:

BY: James Carr
Lessor Signature

Company Name

BY: Carolyn Carr
Lessor Signature

BY: _____
Agent's Signature

ITS: _____
Position or Title

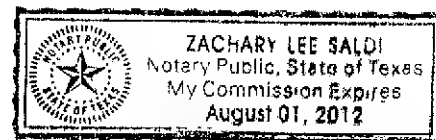
INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Tarrant
STATE OF TX

This instrument was acknowledged before me on the 15 day of Oct ,

2008 by James & Carolyn Carr
(Print Lessor Name)

Notary Public Signature: [Signature]



Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____ ,

2008 by _____ of _____

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM **Viola, Philip T Etux Kimberly**,
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

ORIGINAL

43912090361

Viola, Philip T Etux Kimberly
8609 Twisted Oaks Way
Fort Worth Tx 76180

Lands Covered by this Lease:

8609 Twisted Oaks Way
Blk 2 Lot 25 ,
Steeple Ridge

0.28290 ac.

Individual Lessor:

OR

Corporate Lessor:

BY: *plb Viola*
Lessor Signature

Company Name

BY: *Kimberly Viola*
Lessor Signature

BY: _____
Agent's Signature

ITS: _____
Position or Title

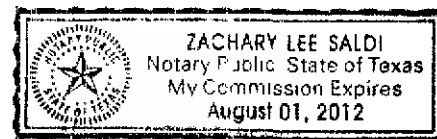
INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Tarrant
STATE OF TX

This instrument was acknowledged before me on the 15 day of Oct,

2008 by Philip T & Kimberly Viola
(Print Lessor Name)

Notary Public Signature: *Zachary Lee Saldi*



Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____, _____ of _____

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM **Cave, Kevin B Etux Leslie D**
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

ORIGINAL

43912090423

Cave, Kevin B Etux Leslie D

8628 Twisted Oaks Way

North Richland Hills 76180

Lands Covered by this Lease:

8628 Twisted Oaks Way

Blk 3 Lot 14 ,

Steeple Ridge

0.27430 ac.

Individual Lessor:

OR

Corporate Lessor:

BY: Kevin B Cave
Lessor Signature

Company Name

BY: Leslie D. Cave
Lessor Signature

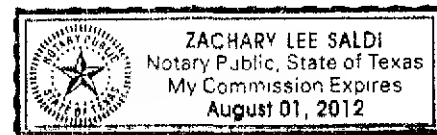
BY: _____
Agent's Signature

ITS: _____
Position or Title

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Tarrant
STATE OF TX

This instrument was acknowledged before me on the 14 day of Oct.,



2008 by Kevin B. & Leslie D. Cave
(Print Lessor Name)

Notary Public Signature: Zachary Lee Saldi

Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____, _____ of

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM **Child, Shannon R**
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

ORIGINAL

43912090325

Child, Shannon R
8550 Shadybrooke Ct
Fort Worth Tx 76180

Lands Covered by this Lease:

8550 Shadybrooke Ct
Blk 1 Lot 38,
Steeple Ridge

0.26730 ac.

Individual Lessor:

OR

Corporate Lessor:

BY: *Shannon R Child*
Lessor Signature

Company Name

BY: _____
Lessor Signature

BY: _____
Agent's Signature

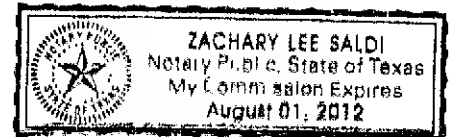
ITS: _____
Position or Title

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Tarrant
STATE OF Tx

This instrument was acknowledged before me on the 14 day of Oct.,

2008 by Shannon R. Child
(Print Lessor Name)



Notary Public Signature: *Zachary Lee Saldi*

Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____, _____ of

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM **Patton, Robert G Etux Diana C**,
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

43912090312

Patton, Robert G Etux Diana C
8550 Twisted Oaks Ct
North Richland Hills 76180

Lands Covered by this Lease:

8550 Twisted Oaks Ct
Blk 1 Lot 25 ,
Steeple Ridge

0.41630 ac.

ORIGINAL

Individual Lessor:

OR

Corporate Lessor:

BY: *Robert G Patton*
Lessor Signature

Company Name

BY: *Diana C. Patton*
Lessor Signature

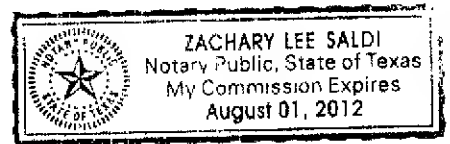
BY: _____
Agent's Signature

ITS: _____
Position or Title

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Tarrant
STATE OF TX

This instrument was acknowledged before me on the 07 day of Oct,



2008 by Robert G & Diana C Patton
(Print Lessor Name)

Notary Public Signature: *Zachary Lee Saldi*

Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____, _____ of

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

Lynn, Virgil Etux Anita

43912090330

Lynn, Virgil Etux Anita
8616 Shadybrooke Dr
North Richland Hills 76180

Lands Covered by this Lease:

8616 Shadybrooke Dr
Blk 1 Lot 43 ,
Steeple Ridge

0.26550 ac.

ORIGINAL

Individual Lessor:

OR

Corporate Lessor:

BY: [Signature]
Lessor Signature

Company Name

BY: [Signature]
Lessor Signature

BY: _____
Agent's Signature

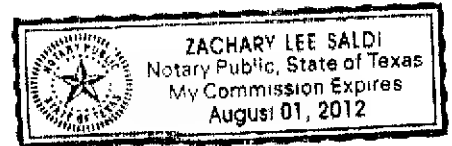
ITS: _____
Position or Title

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Tarrant
STATE OF TX

This instrument was acknowledged before me on the 02 day of Oct,

2008 by Virgil & Anita Lynn
(Print Lessor Name)



Notary Public Signature: [Signature]

Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____ of _____
_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM **West, Kenneth G Etux Virginia**
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

ORIGINAL

43912090333

West, Kenneth G Etux Virginia
8628 Shadybrooke Dr
Fort Worth Tx 76180

Lands Covered by this Lease:

8628 Shadybrooke Dr
Blk 1 Lot 46 ,
Steeple Ridge

0.26570 ac.

Individual Lessor:

OR

Corporate Lessor:

BY:

Kenneth G West
Lessor Signature

Company Name

BY:

Virginia West
Lessor Signature

BY:

Agent's Signature

ITS:

Position or Title

INDIVIDUAL ACKNOWLEDGMENT

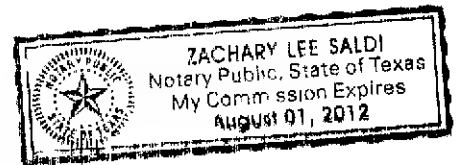
COUNTY OF Tarrant
STATE OF TX

This instrument was acknowledged before me on the 08 day of Oct,

2008 by Kenneth G & Virginia West
(Print Lessor Name)

Notary Public Signature:

Zachary Lee Saldi



Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____, _____ of

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM **Oldham, Theodore Etux Jennifer**
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

43912090334

Oldham, Theodore Etux Jennifer
8632 Shadybrooke Dr
North Richland Hills 76180

Lands Covered by this Lease:

8632 Shadybrooke Dr
Blk 1 Lot 47 ,
Steeple Ridge

ORIGINAL

0.26600 ac.

Individual Lessor:

OR

Corporate Lessor:

BY: Theodore Oldham
Lessor Signature

Company Name

BY: Jennifer Oldham
Lessor Signature

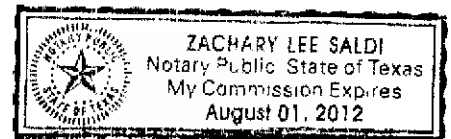
BY: _____
Agent's Signature

ITS: _____
Position or Title

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Tarrant
STATE OF TX

This instrument was acknowledged before me on the 07 day of Oct,



2008 by Theodore & Jennifer Oldham
(Print Lessor Name)

Notary Public Signature: [Signature]

Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____, _____ of

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM **Campbell, Patrick Etux Gayla**,
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

ORIGINAL

43912090339

Campbell, Patrick Etux Gayla
8508 Southmoor Ct
North Richland Hills 76180

Lands Covered by this Lease:

8508 Southmoor Ct
Blk 2 Lot 3 ,
Steeple Ridge

0.34730 ac.

Individual Lessor:

OR

Corporate Lessor:

BY: X Patrick Campbell
Lessor Signature

Company Name

BY: X Gayla Campbell
Lessor Signature

BY: _____
Agent's Signature

ITS: _____
Position or Title

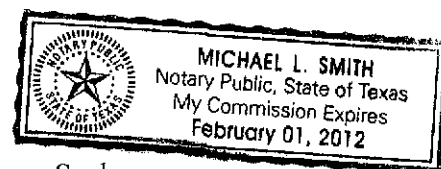
INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF TARRANT
STATE OF TX

This instrument was acknowledged before me on the 6 day of Oct.,

2008 by PATRICK & GAYLA CAMPBELL
(Print Lessor Name)

Notary Public Signature: Michael L. Smith



Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____ of

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM **Hamp, Kenneth M Etux Kathryn**
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

ORIGINAL

43912090366

Hamp, Kenneth M Etux Kathryn
8629 Twisted Oaks Way
Fort Worth Tx 76180

Lands Covered by this Lease:

8629 Twisted Oaks Way
Blk 2 Lot 30 ,
Steeple Ridge

0.28320 ac.

Individual Lessor:

OR

Corporate Lessor:

BY: Kenneth M Hamp
Lessor Signature

Company Name

BY: Kathryn Hamp
Lessor Signature

BY: _____
Agent's Signature

ITS: _____
Position or Title

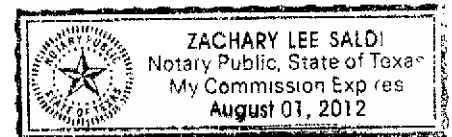
INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Tarrant
STATE OF TX

This instrument was acknowledged before me on the 08 day of Oct,

2008 by Kenneth M & Kathryn Hamp
(Print Lessor Name)

Notary Public Signature: Zachary Lee Saldi



Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____, _____ of

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM **Sardello, Marc A Etux Cyrena M**
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

43912090383

Sardello, Marc A Etux Cyrena M
8800 Hedge Row Ct
North Richland Hills 76180

Lands Covered by this Lease:

8800 Hedge Row Ct
Blk 2 Lot 47,
Steeple Ridge

0.29180 ac.

ORIGINAL

Individual Lessor:

OR

Corporate Lessor:

BY: *Marc A. Sardello*
Lessor Signature

Company Name

BY: *Cyrena M. Sardello*
Lessor Signature

BY: _____
Agent's Signature

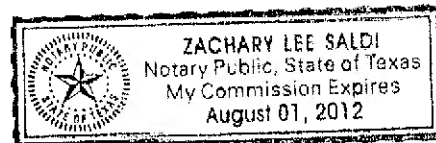
ITS: _____
Position or Title

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Tarrant
STATE OF TX

This instrument was acknowledged before me on the 08 day of Oct,

2008 by Marc A. & Cyrena M. Sardello
(Print Lessor Name)



Notary Public Signature: *Zachary Lee Saldi*

Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____, _____ of

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS
LEASE DATED September 30, 2008, FROM **Hagan, John M**
AS LESSOR TO XTO ENERGY INC., AS LESSEE.

43912090393

Hagan, John M
8637 Saddle Ridge Trl
North Richland Hills 76180

Lands Covered by this Lease:

8637 Saddle Ridge Tr
Blk 2 Lot 57,
Steeple Ridge

0.25800 ac.

ORIGINAL

Individual Lessor:

OR

Corporate Lessor:

BY:

John M. Hagan
Lessor Signature

Company Name

BY:

Lessor Signature

BY:

Agent's Signature

ITS:

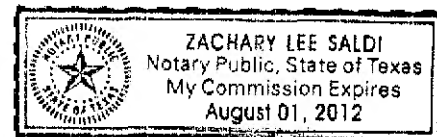
Position or Title

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Tarrant
STATE OF TX

This instrument was acknowledged before me on the 07 day of Oct,

2008 by John M. Hagan
(Print Lessor Name)



Notary Public Signature:

Zachary Saldi

Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

This instrument was acknowledged before me on the ____ day of _____,

2008 by _____ of

_____, on behalf of the company.

Notary Public Signature: _____

Seal

SCHEDULE I

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF THE OIL AND GAS LEASE DATED September 30, 2008, FROM **Kenneth C Pitts Jr Etux Shahla Barakhshan** AS LESSOR TO XTO ENERGY INC., AS LESSEE.

43912090400

Kenneth C Pitts Jr Etux Shahla Barakhshan
8825 Trails Edge Dr
Fort Worth Tx 76180

Lands Covered by this Lease:

8825 Trails Edge Dr
Blk 2 Lot 64 ,
Steeple Ridge

0.26340 ac.

ORIGINAL

Individual Lessor:

OR

Corporate Lessor:

BY: *Kenneth C Pitts Jr*
Lessor Signature

Company Name

BY: *Shahla Barakhshan*
Lessor Signature

BY: _____
Agent's Signature

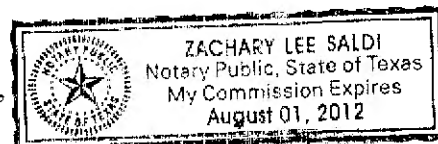
ITS: _____
Position or Title

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF Tarrant
STATE OF Tx

This instrument was acknowledged before me on the 07 day of Oct.

2008 by Kenneth C. Pitts Jr. & Shahla Barakhshan
(Print Lessor Name)



Notary Public Signature: *Zachary Lee Saldi*

Seal

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____
STATE OF _____

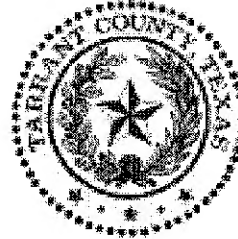
This instrument was acknowledged before me on the ____ day of _____,

2008 by _____, _____ of

_____, on behalf of the company.

Notary Public Signature: _____

Seal



COLT EXPLORATION CO INC
512 MAIN ST SUITE 309

FT WORTH TX 76102

Submitter: COLT EXPLORATION CO, INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/17/2008 09:03 AM
Instrument #: D208397486
LSEM 24 PGS \$104.00

By: _____



D208397486

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: MV